ETAS ID: TM306067

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**NATURE OF CONVEYANCE:** SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Event Photography Group, Inc.		05/30/2014	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	NXT Capital, LLC, as Agent
Street Address:	191 North Wacker Drive
Internal Address:	Suite 1200
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3779729	GRADIMAGES
Registration Number:	3311002	GRADTRAK
Registration Number:	3782990	GRADUATIONIMAGES
Registration Number:	3810488	MARATHONFOTO
Registration Number:	4458584	BACKPRINT
Registration Number:	4245313	UNIVERSITY COMPOSITES

#### **CORRESPONDENCE DATA**

Fax Number: 3125774688

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (312)577-8416

Email: carole.dobbins@kattenlaw.com **Correspondent Name:** Carole Dobbins c/o Katten Muchin

Address Line 1: 525 W. Monroe St.

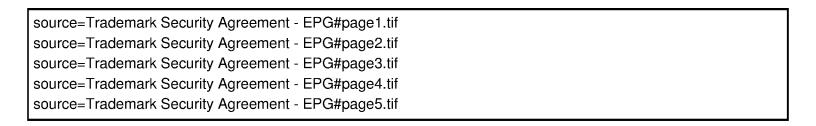
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Carole Dobbins
SIGNATURE:	/Carole Dobbins/
DATE SIGNED:	05/30/2014

**Total Attachments: 5** 

TRADEMARK

REEL: 005291 FRAME: 0541 900290672



#### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of May, 2014, by Event Photography Group, Inc.,a Delaware corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) and the other Secured Parties identified therein (herein, "Grantee"):

#### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of May 30, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of May 30, 2014, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Credit Agreement and Collateral Agreement</u>. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:
  - (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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- (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.
- 3. <u>Governing Law</u>. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

By:
Name: Paul C. Rasmussen
Title: President

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,

as Agent

By:
Name:
Title:

Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

# EVENT PHOTOGRAPHY GROUP, INC.

Ву:	
Name:	
Title:	Market processing the processing of the processing

Agreed and Accepted
As of the Date First Written Above:

NXT CAPITAL, LLC,

By: Jammy Rochin
Title: Director

Trademark Security Agreement

## **SCHEDULE I**

# Event Photography Group, Inc. Trademark Registrations

Country: United States of America - Registered Trademarks

Trademark	Registration Number	Registration Date	Owner
Gradimages	3779729	04/20/10	Event Photography Group, Inc.
GradTrak	3311002	10/16/07	Event Photography Group, Inc.
Graduationimages	3782990	04/27/10	Event Photography Group, Inc.
Marathonfoto	3810488	06/29/10	Event Photography Group, Inc.
Backprint	4458584	12/31/13	Event Photography Group, Inc.
University Composites	4245313	11/20/12	Event Photography Group, Inc.

**Country: United States of America - Trademark Applications** 

None

RECORDED: 05/30/2014